

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

GREGORY EARNEST, et al. )  
 )  
 Plaintiffs, )  
 )  
 v. ) CIVIL ACTION NO.  
 )  
 WARRIOR HAULING, LLC, ) 2:03-cv-03354-IPJ  
 )  
 Defendant. )

**STIPULATED JUDGMENT AND ORDER OF DISMISSAL**

This case is a collective action under the Fair Labor Standards Act brought by named plaintiffs and joined by opt-in plaintiffs against defendant Warrior Hauling, LLC (“Warrior”). This Court has previously approved notice to a class of current and former employees of Warrior. (Doc. No. 24). Counsel for plaintiffs issued the approved notice and the time allowed for opt-in plaintiffs to join this lawsuit has expired.

The parties have now informed this Court that they have reached an agreement to resolve all claims in this case. The parties have advised the Court as to the terms of the agreement and the Court has reviewed, *in camera*, copies of the Confidential Settlement Agreements and Releases.

Following an examination of the pleadings and settlement agreements, this Court finds that a bona fide dispute of both law and fact is involved in this litigation, including, but not limited to, disputes as to coverage, liability, and facts. Having reviewed the settlement agreements agreed upon by the parties, this Court finds that the settlement agreements proposed by the parties are fair and equitable to all parties involved. Therefore, the parties are hereby ordered to finalize the settlement through the exchange of consideration. Based upon this resolution by the parties, all claims plaintiffs and opt-in plaintiffs have or may have arising out

of or relating to this lawsuit, including, but not limited to, any claims under the Fair Labor Standards Act for wages, overtime, liquidated damages, attorney's fees, costs, expenses or other relief, award or damages are hereby resolved and dismissed with prejudice.

This case is hereby dismissed with prejudice. Each party is to bear its own costs, fees and expenses except as otherwise provided for in the settlement agreements between the parties.

**DONE** and **ORDERED** this the 12<sup>th</sup> day of April, 2005.



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INGE PRYTZ JOHNSON  
U.S. DISTRICT JUDGE